

RSL

CORP.

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OCT 27 1 43 PM '78

2510 Van Ness Avenue, San Francisco, California 94109 (415) 775-6800 I. C. C. FEE OPERATION BR.

No. 8-3-19
Date OCT 27 1978
Fee \$ 100.00

9806
RECORDATION NO. 9806
OCT 27 1978 1 52 PM
INTERSTATE COMMERCE COMMISSION

October 23, 1978 /
RECORDATION NO. 9805
OCT 27 1978 1 52 PM
INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for filing and recording pursuant to Section 20c of the Interstate Commerce Act are the following documents relating to the railroad equipment described and marked in accordance with Schedule I attached hereto:

1. Loan and Security Agreement dated as of October 23, 1978 between Bank of California, N.A. and Thomas B. Garber
2. Lease Agreement dated as of May 10, 1978 between Thomas B. Garber and Celanese Plastic Company a division of Celanese Corporation (including Rider No. 1 thereto).

The names and addresses of the parties to the above transactions are as follows:

1. Loan and Security Agreement
 - (a) Lender: Bank of California, N.A.
400 California Street
San Francisco, California 94104
 - (b) Debtor: Thomas B. Garber
2510 Van Ness Ave.
San Francisco, California 94109
2. Lease Agreement
 - (a) Lessor: Thomas B. Garber
2510 Van Ness Ave.
San Francisco, California 94109
 - (b) Lessee: Celanese Corporation
Celanese Plastic Company Division
26 Main Street
Chatham, New Jersey 07928

Thomas B. Garber
Celanese

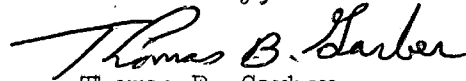
(c) Assignee: Bank of California, N.A.
400 California Street
San Francisco, California 94104

Also enclosed is our check payable to the order of the Interstate Commerce Commission in the amount of \$100.00, the prescribed fee for filing and recording the enclosed documents.

Please file and record the enclosed documents and cross-index them under the names of, in the case of the Loan and Security, the Lender and the Debtor and, in the case of the Lease Agreement, the Lessor and Lessee.

Return to the person presenting this letter, together with your letter confirming such filing and recordation and your fee receipt therefor, all counterparts of the enclosed documents not required for filing.

Yours truly,


Thomas B. Garber

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INTERSTATE COMMERCE COMMISSION

Rider No. 1

THOMAS B. GARBER

RIDER TO RAIL CAR LEASE AND SERVICE CONTRACT

TERMS AND DELIVERY

The above identified Rail Car Lease and Service Contract between Thomas B. Garber and the Lessee identified below (such contract, together with this and all other Riders attached thereto, shall be hereinafter referred to as the "Agreement") shall be subject to the terms and conditions hereof effective as of the 10th day of May, 1978:

Rental and Service Charges. The Cars Subject to the Agreement have monthly rental and service charges as follows:

| <u>Number of Cars</u> | <u>Type</u> | <u>Car Numbers</u> | <u>Monthly Rental and Service Charge Per Car</u> |
|-----------------------|-----------------|--------------------|--|
| 25 | Covered Hoppers | <u>11001-11025</u> | \$550.00 |

Term. The initial term of this Agreement respecting each Car commences on the date of delivery of such Car to Lessee (hereinafter called "Effective Date") and shall continue in effect for a period of twenty-four (24) months. Notwithstanding the expiration or termination of this Agreement, the obligations of the Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor.

Delivery. Each of the Cars shall be delivered to the Lessee at Greer, South Carolina, freight charges collect. The obligations of Lessor to furnish the Cars shall be subject to all causes reasonable beyond the control of Lessor, including, but not limited to, delays caused by fire, labor difficulties, delays of carriers and materialmen or governmental authority; and Lessor shall not be liable for any damages by reason of such delay.

Mileage. Lessor shall collect all mileage earned by the Cars, and shall credit to the rental account of Lessee for each accounting period (as defined below) such mileage earned by the Cars while in the service of Lessee, as and when received from the railroads according and subject, to all rules of the tariffs of the railroads, but only to the extent of the aggregate rental charges payable hereunder for such accounting period. The term "accounting period", as used in this Agreement, is defined to mean each period of twelve (12) months period to the date of expiration of this Agreement. If the term of this Agreement is less than twelve (12) months, "accounting period" is defined to mean the term of the Agreement.

Lining. The maintenance of interior protective lining is to be at the expense of the Lessee.

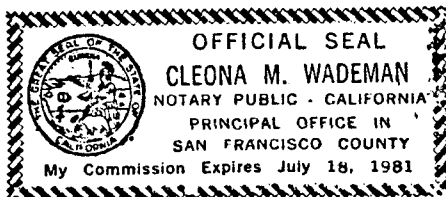
Service. The Lessee will use the Cars only for the loading of plastic pellets including polyethylene terephthalate Resin.

OTHER PROVISIONS OF THE AGREEMENT:

(A) Lessee will be responsible for all freight charges assessed by the railroad(s) against the cars covered by this Rider for the movement of new cars to Lessee's DLO.

(B) Lessee has the option to renew this contract for an additional one (1) year period at the same rental rates and other provisions of this contract. Lessee must give Lessor ninety (90) days prior written notice of its intent to exercise this option or to release the cars from service. The Notice must not be given earlier than 120 days prior to expiration of this lease.

(C) A penalty of \$50.00 per car per day will be charged for every day a car is held longer than 30 days in Lessee's service after expiration of the lease period unless otherwise agreed to by Lessor.



Date: May 10, 1978

Thomas B. Garber "Lessor"

By Thomas B. Garber

President

Date: June 23, 1978

"Lessee"

By Robert L. Mitchell

Exec. Vice President

Title

STATE OF CALIFORNIA,
City & County of San Francisco } ss.
On this 26th day of October in the year one thousand nine
hundred and 78, before me, Cleona M. Wademan,
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Thomas B. Garber
known to me to be the president
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
City and County of San Francisco the day and year in this certificate
first above written.

Cleona M. Wademan

Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0-20-1

My Commission Expires July 13, 1981

